

## GIS AGREEMENT

**THIS AGREEMENT** made and entered into this 19th day of August 2002, by and between **The Virginia Outdoors Foundation**, with a principal place of business at, P.O. Box 322, Aldie, VA 20105 (the “User”) and the **COUNTY OF FAUQUIER, VIRGINIA** (the “County”).

### WITNESSETH:

**WHEREAS**, the User has requested that the County supply the User with digital maps of portions of the County; and

**WHEREAS**, the County is agreeable to converting and copying the digital maps, at no cost to the User, and to permitting the User to use said digital maps for the purposes of maintaining and updating a digital G.I.S. layer of the Virginia Outdoors Foundation Easements within Fauquier County, provided that the User does not reformat or copy or distribute the digital maps and otherwise complies with the terms of this agreement.

**WHEREAS**, the User has agreed to update and maintain the digital maps of the Virginia Outdoors Foundation Easements and the Virginia Outdoors Foundation Owned Properties, at no cost to the County.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the User and the County agree as follows:

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1. The County agrees to convert, copy and deliver to the User digital data for the following map files:  
County-wide coverages for the following -  
**Parcels of record with databases, Virginia Outdoors Foundation Easements, & Virginia Outdoors Foundation Owned Properties**
2. The User agrees to maintain and provide at no cost to the County, updates of the digital GIS data developed using their Geographic Information System of the Virginia Outdoors Foundation Easements and the Virginia Outdoors Foundation Owned Properties. Updated files should be delivered by the User to the County in ArcView format (SHP) format and shall be provided quarterly.
3. The User agrees that the digital maps will not be reformatted or copied, nor be further reproduced, distributed or permitted to be used by any other person, firm, corporation, association or entity. Notwithstanding the previous sentence User shall have the right to distribute hard copies, but not digital, of any maps produced from the Parcels of Record layer

or the Virginia Outdoors Foundation Easement layers.

4. The County reserves the right to deny access to certain coverage's.
5. The County hereby disclaims any and all liability or responsibility for any damage, injury, loss, claim, or lawsuit arising from any error, inaccuracy or other problem. Furthermore, the User agrees to indemnify and hold harmless the County and its officials and employees, from any and all claims, liability damages, injuries and suits arising from the use of the computer diskettes or the digital maps contained therein or thereon by the User or its employees or assignees.
6. The digital maps provided hereunder are provided "as is" and the County expressly disclaims all warranties, UCC and otherwise, express or implied including warranties as to accuracy of the digital maps and merchantability and fitness for a particular purpose, and further expressly disclaims responsibility for all incidental, consequential or special damages arising out of or in connection with the use or performance of the digital maps.
7. User acknowledges this disclaimer of warranty and expressly waives all warranties express or implied and waives any right of claim for damages incidental, consequential or special, arising out of or in connection with the use or performance of the digital maps.
8. All information provided by the User under the terms of this agreement shall be verified by County GIS staff prior to use by the County. Any release of unverified information, which is required by law, shall bear in bold print, a disclaimer notifying the recipient that the information is unverified and may not be relied upon for official use.
9. The digital maps provided by the County shall remain the property of the County, which shall retain all rights commensurate with ownership, including the right to sell, release, license, use or provide the digital maps to others as it deems appropriate in its sole discretion.
10. The digital maps provided by the county are deemed and remain hereafter proprietary information of the County, shall not be provided or assigned to other parties without the express written consent of the County, and are afforded the full protection of copyright law.
11. Digital maps will be supplied in ArcView format (SHP).

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12. The updated digital maps provided by the User to the County shall be deemed the property of the County, including the right to use, reproduce, copyright, sell, release, license or provide the digital maps to others.

Cancellation: This agreement may be cancelled by either party upon 60 days written notice to the other party. Upon cancellation of the agreement pursuant to this paragraph all information, maps, programs, files and documents in both written and electronic form in possession of the User, shall be transferred to the County

**WITNESS** the following signatures and seals.

**Virginia Outdoors Foundation**

BY: \_\_\_\_\_

**Leslie Grayson**

**COUNTY OF FAUQUIER, VIRGINIA**

BY: \_\_\_\_\_

**G. Robert Lee**

**County Administrator**

**APPROVED AS TO FORM**

\_\_\_\_\_  
COUNTY ATTORNEY      DATE